REMARKS

This application pertains to a novel self adhesive sheet for the temporary protection of fresh paint surfaces of vehicles, such as cars.

Claims 1-3, 5-15 and 17-19 are pending.

Claims 1-3, 5-15 and 17-19 stand rejected under 35 U.S.C. 112, first paragraph, because the Examiner does not find support for the limitation of polyisobutylenes having a number average molecular weight of 120,000. The Examiner takes this position because the Example referred to by Applicants to support this lower-end of the MW range was found in a comparative Example, not a representative Example.

This issue is now obviated by cancellation of the MW range which was added by the last amendment.

Prior to the addition of the now-cancelled MW range, Applicants claims stood rejected under 35 U.S.C. 102(b) as anticipated by or, in the alternative, under 35 U.S.C. 103(a) as obvious over JP '195 translation.

Applicants have previously pointed out that the JP reference requires a ***liquid*** polyisobutylene, whereas Applicants claims require an ***elastomer***.

A liquid cannot be an elastomer.

An elastomer is defined as something that has elastic properties, i.e., something which resumes its original shape after a deforming force, such a stretching, is removed.

A liquid, by contrast, is composed of molecules that move freely among themselves. If a liquid is stretched, obviously it cannot return to its original shape. In fact, a liquid does not even have any original shape to return to.

See the attached pages from "Dictionary.com", which provide the definitions of "elastomer", "elastic" and "liquid".

The Examiner has insisted that an elastomer can be a liquid. This is simply not correct. An elastomer cannot be a liquid, and no teaching of a liquid could ever lead anyone to an elastomer.

Applicants would respectfully point out that the term "elastomer" is derived from two terms, elastic (describing the ability of a material to return to its original shape when a load is removed) and -mer (from polymer <http://en.wikipedia.org/wiki/Polymer> , in which poly means many and mer means parts). Each link of the chain is the "-mer" or basic unit that is usually made of carbon, hydrogen, oxygen and/or silicon. To make the chain, many links or "-mers" are hooked or polymerized together. They are amorphous

polymers <http://en.wikipedia.org/w/index.php?title=Amorphous_polymer&action=edit> existing above their glass transition temperature <http://en.wikipedia.org/wiki/Glass_transition_temperature> , so that considerable segmental motion is possible. At ambient temperatures rubbers are thus relatively soft (E <http://en.wikipedia.org/wiki/Young%27s_modulus> ~3MPa) and deformable. Elastomers are various elastic materials that resemble rubber (resumes its original shape when a deforming force is removed).

This definition does definitely does not comprise liquids as they are used in JP 07 117 195.

Applicants also attach an overview about the product Oppanol from BASF. In Applicants examples they use different Oppanol types.
As one can see, one can get liquid Oppanol (in the table in German "Flüssig") and Oppanol being like rubber and so being elastomeric (in the table called "kautschukartig"). They have different molecular weights and viscosities.

JP 07 117 195 only uses liquid PIBs!

Moreover, JP '195 translation, at page 5, lines 6-12, teaches that:

> Furthermore, a polyisobutylene of which the Flory viscosity average molecular weight is within the range of 30,000 to 100,000 and preferably within the range from 40,000 to 70,000, is used for the liquid polyisobutylene.

> If the Flory viscosity average molecular weight is less than 30,000 then the coheisve strength is low, the peeling off properties are poor and this results in some adhesive being left behind, and if it exceeds 100,000 then the adhesive strength is poor and there are cases where peeling occurs before the object reaches the user.

Therefore, the JP'195 reference not only teaches that a liquid must be used, but also teaches that if the molecular weight of that liquid goes too high, adverse consequences will occur.

It must also be emphasized that on page 5 ([0007]) of JP 07 117 195 it can be seen that with less than 20 parts by weight of PIB a poor surface film would result. This hinders the man skilled in the art to think about the feature of using less than 20 parts of PIB.

The JP '195 reference therefore clearly teaches away from using any non-liquid polyisobutylene or even a high molecular weight liquid for that matter!

No person skilled in the art could be led by the JP '195 reference to a self-adhesive protective sheet having an adhesive comprised of a butyl rubber blended with an elastomer, even where that elastomer is a polyisobutylene elastomer.

The rejection of claims 1-3, 5-15 and 17-19 under 35 U.S.C. 112, first paragraph should therefore now be withdrawn, and the previous art rejection over JP 7117195 should not be reimposed.

In view of the present amendments and remarks it is believed that claims 1-3, 5-15 and 17-19 are now in condition for allowance. Reconsideration of said claims by the Examiner is respectfully requested and the allowance thereof is courteously solicited.

CONDITIONAL PETITION FOR EXTENSION OF TIME

If any extension of time for this response is required, Applicants request that this be considered a petition therefor. Please charge the required petition fee to Deposit Account No. 14-1263.

ADDITIONAL FEE

Please charge any insufficiency of fee or credit any excess to Deposit Account No. 14-1263.

Respectfully submitted,
NORRIS, McLAUGHLIN & MARCUS, PA

By /s/ William C. Gerstenzang
William C. Gerstenzang
Reg. No. 27,552

WCG/tmh
Enclosures (Dictionary.com pages - 6 pages)
(Oppanol product literature - 3 pages)

875 Third Avenue- 18th Floor
New York, New York 10022
(212) 808-0700